Federal Credit Union

# IMPORTANT TERMS of our HOME EQUITY LINE OF CREDIT 

## THIS DISCLOSURE CONTAINS INFORMATION ABOUT OUR HOME EQUITY LINE OF CREDIT. YOU SHOULD READ IT CAREFULLY AND KEEP A COPY

 FOR YOURSELF.
## Availability of Terms

All terms described below are subject to change. If these terms change, other than the Annual Percentage Rate, and you decide, as a result, not to enter into an agreement with us, you are entitled to a refund of any fees you paid to us or anyone else in connection with your application.

## Security Interest

We will take a Deed of Trust/Mortgage on your home ("Security Property"). You could lose your home if you do not meet certain obligations in your agreement with us.

## Possible Actions

## Termination

If you fail to meet the terms of repayment, or if you act or fail to act in a way that adversely affects our security interest or other rights in the Security Property, or if you have committed fraud or made a material misrepresentation in connection with the account, we may, subject to the governing law, terminate the plan, require payment in full of the entire outstanding balance in a single payment or cause the Security Property to be sold and the proceeds of such sale to be applied to your obligation to us. You agree to pay any reasonable costs of protecting, retaking, repairing or selling the Security Property.

## Suspension

Your right to request additional advances may be suspended, or your Maximum Credit Limit reduced, at our option, in the following instances: (1) you fail to make the scheduled payments due to us; (2) you fail to make timely payments to the holders of Mortgage/Deeds of Trust senior to ours; (3) you fail to pay real property taxes prior to delinquency; (4) you fail to maintain the required property insurance; (5) the value of the Security Property declines significantly below the appraised value upon which we relied in approving your application; (6) we reasonably believe that Your ability to meet your payment obligations is impaired because of a material change in your financial circumstances; (7) governmental action precludes our imposing the Interest Rate provided herein or adversely affects the priority of our Security Interest such that the value of our interest is less than $120 \%$ of your Maximum Credit Limit; (8) the maximum Interest Rate under this plan is reached; or (9) government regulatory authorities find that further advances under this plan constitute an unsafe and unsound practice. When the condition which caused the suspension of advances or reduction of your Maximum Credit Limit no longer exists, the original terms of this Agreement will be reinstated. You understand that if your right to request additional advances is suspended or Your Maximum Credit Limit is reduced, you still owe us whatever sums you have already borrowed, all other charges under this Agreement and applicable Finance Charges.

## Minimum Payment Requirements

You can obtain credit advances for 120 months (the draw period). During the draw period, the amount of your minimum periodic payment will be established at the close of each billing cycle in which an advance has been taken. Your minimum periodic payment will be an amount equal to that necessary to fully-amortize your then-outstanding balance at the then-current interest rate over the term remaining until the Agreement Maturity Date (which payment amount will be rounded up to the nearest dollar), subject to the lesser of $\$ 100.00$ or your account balance. Your minimum periodic payment amount during the draw period will remain unchanged unless you take another credit advance, in which case a new minimum periodic payment will be calculated, as described above, also subject to the lesser of $\$ 100.00$ or your account balance. During the draw period only, your minimum periodic payment will not change in response to any changes in the interest rate, unless a change in the interest rate happens to occur during a billing cycle in which You also take a credit advance.

After the draw period ends, you will no longer be able to obtain credit advances and you must repay your outstanding account balance (the repayment period). The length of the repayment period will depend on the date and the amount of your last advance but in no event will exceed 120 months. During the repayment period, minimum payments will be established on the first day of the repayment period, and any subsequent change in the interest rate, to the amount necessary to fully amortize the then unpaid balance by the Agreement Maturity Date (which payment amount will be rounded up to the nearest $\$ 1.00$ ), subject to the lesser of $\$ 100.00$ or your balance.

## Negative Amortization

Under some circumstances during the draw period, your payment will not cover the finance charges that accrue and negative amortization will occur. Negative amortization will increase the amount that you owe us and reduce your equity in your home.

## Minimum Payment Example

If you made only the minimum payments and took no other credit advances, it would take 186 months to pay off a credit advance of $\$ 10,000.00$ at an ANNUAL PERCENTAGE RATE of $9.00 \%$. During that period, you would make 120 monthly payments of $\$ 100.00$, followed by 65 monthly payments of $\$ 100.00$ with a final payment of $\$ 55.62$.

## Fees and Charges

To open and maintain a line of credit you must pay certain fees to third parties. These fees generally total from $\$ 200.00$ to $\$ 1,800.00$. If you ask, we will give you an itemization of the fees you will have to pay to third parties.

## Insurance

You must carry insurance on the property that secures this plan.

## Tax Deductibility

You should consult a tax advisor regarding the deductibility of interest and charges for the line of credit.

## Variable Rate Feature

This Plan has a Variable Rate feature. The Annual Percentage Rate (corresponding to the periodic rate) can change as a result. A change in Annual Percentage Rate during the draw period may affect the amount of your payment if you take a credit advance. A change in the Annual Percentage Rate during the repayment period may affect the amount of your scheduled payment. The Annual Percentage Rate includes only interest and no other costs. The Annual Percentage Rate is based on the value of an index. The index is the highest prime rate as published in the Money Rates section of the Wall Street Journal in effect on the last day of each calendar quarter. To determine the Annual Percentage Rate that will apply to your line of credit, we add a margin to the value of the index. Ask us for the current index value, margin, and Annual Percentage Rate. After you open a credit line, rate information will be provided in periodic statements that we send you.

## Rate Changes

Your Annual Percentage Rate can change quarterly. Subject to the maximum and minimum Annual Percentage Rates that can apply at any time to this account, there is no limit on the amount by which the interest rate can increase or decrease during any one-year period.

The maximum ANNUAL PERCENTAGE RATE at any time is $16.00 \%$. The minimum ANNUAL PERCENTAGE RATE at any time is $4.00 \%$.

## Maximum Rate and Payment Examples

If you had an outstanding balance of $\$ 10,000.00$ during the draw period, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of $16.00 \%$ would be $\$ 140.00$. This Annual Percentage Rate could be reached during the $1^{\text {st }}$ month of the draw period.

If you had an outstanding balance of $\$ 10,000.00$ during the repayment period, the minimum payment at the maximum ANNUAL PERCENTAGE RATE of $16.00 \%$ would be $\$ 168.00$. This Annual Percentage Rate could be reached during the $1^{\text {st }}$ month of the repayment period

## Historical Example

The following table shows how the Annual Percentage Rate and the monthly payments for a single $\$ 10,000.00$ credit advance would have changed based on changes in the index since 2009. The index is from the Money Rates section of the Wall Street Journal. The index is calculated on the first business day of October of each year. While only one payment amount per year is shown, payments may have varied during the year. The table assumes that no additional credit advances were taken, that only the minimum payments were made, and that the rate remained constant during the year. It does not necessarily indicate how the index or your payment will change in the future.

|  |  | ANNUAL <br> PERCENTAGE <br> RATE | Payment Period |
| :---: | :---: | :---: | :---: | :---: | :---: |

(1) This represents a Margin we have recently used.
(2) This represents the $4.00 \%$ minimum interest rate.
(3) This represents the $\$ 100.00$ minimum payment.

